

SERIAL 02121 - RFP COMPUTER SOFTWARE, LIBRARY MANAGEMENT SOFTWARE

CONTRACT PERIOD THROUGH JUNE 30, 2005

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **COMPUTER SOFTWARE, LIBRARY MANAGEMENT SOFTWARE**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 04, 2003**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

LC/mm
Attach

Copy to: Clerk of the Board
Christine Pearson, Library District
Deborah Tasnadi, Library District
Vicki Terbovich, Library District
Harry Courtright, Library District
Mirheta Muslic, Materials Management

COMPUTER SOFTWARE, LIBRARY MANAGEMENT SOFTWARE

1.0 **INTENT:**

The Maricopa County Library District is seeking proposals that serve the library marketplace for an Integrated Library System (ILS) that performs the functions specified in this Request for Proposal.

The District is looking for a complete and fully integrated solution, that will meet the requirements of the entire District both today and into the future. The District expects the selected vendor to complete the implementation process including data migration and training.

Specific requirements are described herein and detailed in ATTACHMENT E. Proposers must utilize ATTACHMENT E to provide responses to the specific requirements.

1.1 MARICOPA COUNTY LIBRARY DISTRICT:

The Maricopa County Library District ("MCLD" or "District") provides library services to residents of Maricopa County, Arizona and operates thirteen (13) facilities in the county composed of three (3) regional libraries, ten (10) community libraries, and two (2) bookmobiles.

MCLD is part of a consortium that includes an academic library (Grand Canyon University) and a medical research library. The entire consortium will utilize the proposed solution.

Maricopa County Library District has more than 235,000 registered borrowers and a service population that reaches more than 600,000 people, in an area that covers more than 9,226 square miles. MCLD provides the public with access to more than 300 computers district wide that are capable of accessing the Internet as well as many other software applications loaded locally. Public PC access allows end users to print to various shared printers and allows MCLD to recover the costs associated with the printing process.

The focus of MCLD is the unincorporated areas of the county as well as other municipalities who contract with the County to provide library services. MCLD does not operate a "main library" but does operate regional service centers that are typically housed in larger facilities containing a larger number of public access computers for Internet access.

Several of MCLD's community libraries are located in Hispanic communities where the majority of residents speak Spanish only and represent a wide-range of education and economic levels.

The various MCLD library locations are: North Central Regional (NE Phoenix), Southeast Regional (Gilbert), Northwest Regional (Surprise), Aguila, El Mirage, Fountain Hills, Gila Bend, Guadalupe, Laveen, Litchfield Park, Queen Creek, Sun Lakes, and Hollyhock neighborhood branch in Surprise.

Access to MCLD's web site can be obtained through the following URL:
<http://mclد.maricopa.gov>.

The Library District currently uses DRA (Data Research Associates) Classic Automation system and corresponding modules, plus Internet Explorer version 5.5 (SP2) on all computer workstations with Internet access.

1.1.1 Current Hardware and Software

1.1.1.1 Servers

The operating system environment for servers consists of Windows NT Server and Windows 2000 Server running Microsoft SQL Server 2000.

1.1.2 Integrated Library System (ILS) – DRA Classic

Currently, the MCLD supports a DEC Alpha 2100 running VMS version 7.2.1 that contains the DRA Classic proprietary database.

The Library District currently uses DRA (Data Research Associates) Classic Automation system and Web2 Version 1.3a (Build 252.1).

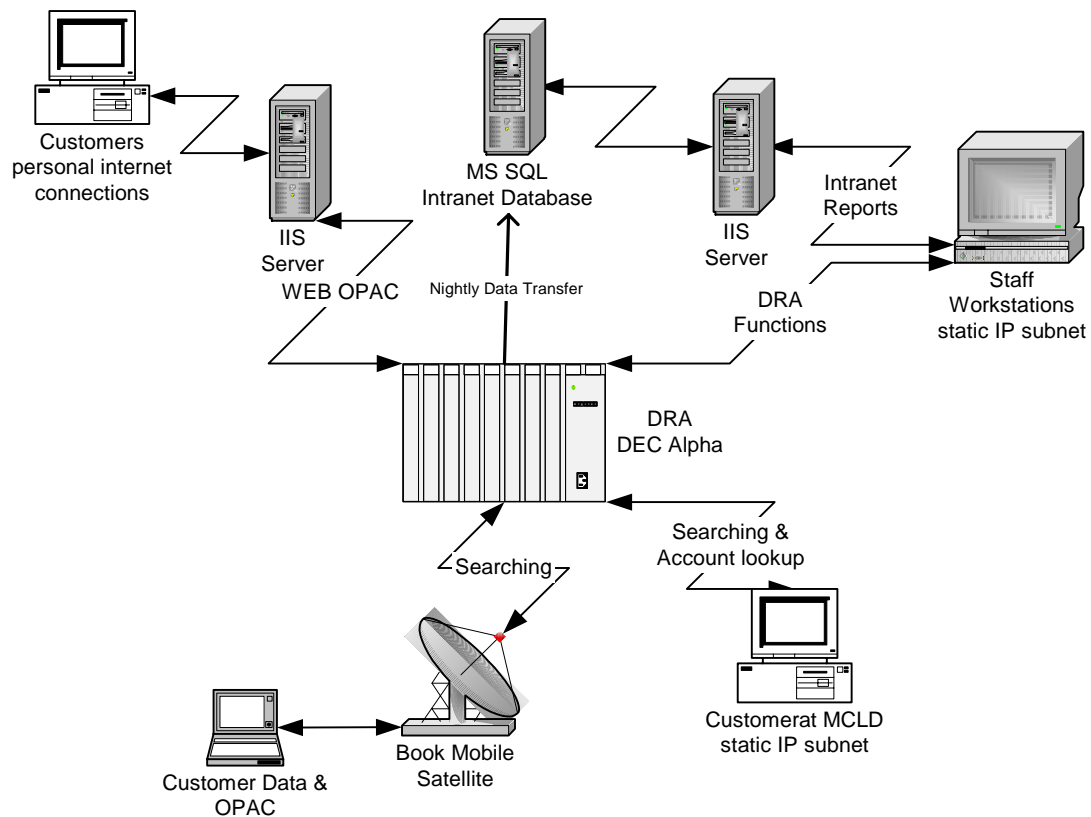
1.1.2.1 Desktop Operating Systems

MCLD currently supports staff and customer desktops configured with Windows NT, Windows 2000, and Windows XP operating systems along with Internet Explorer version 5.5 (SP2).

1.1.2.2 Security Desktop Software

Existing security applications consists of Fortres 101, Deep-Freeze (currently being tested), Clean Slate, Microsoft Policy Editor, and other security applications used in typical library public access computing environments.

The following diagram outlines current MCLD application connectivity for outreach services, customers, and staff.



**Current DRA Application Connectivity Diagram
Figure 1**

1.1.3 Current Statistics

The following table contains both current statistics and five-year estimates. This information should be used to determine licensing, training, and conversion approaches.

Statistic	Current	Five-Year Estimate
Number of member libraries	3	4
Number of branches within MCLD	13	17
Number of MARC bibliographic records	430,437	800,000
Number of item records	617,151	1,000,000
Number of new titles added per year	25,000	50,000
Number of new items added per year	90,000	200,000
Number of serials records	4,807	6,000
Number of serial items	50,930	60,000
Number of customers	235,000	500,000
Number of new customers added per year	37,701	60,000
Number of annual circulation transactions	3,046,678	12,000,000
Number of PAC desktops	288	700
Number of staff desktops	170	300
Number of concurrent PAC users via the network	458	900
Average monthly number of concurrent inbound Internet users	24,350	75,000
Number of items purchased/acquired	33,700	40,440
Number of annual Interlibrary loan transactions	5,600	8,000
Number of Self-check Circulation Units	15	30

2.0 **SCOPE OF WORK:**

2.1 TAX:

No tax shall be levied against labor. Bid pricing to include all labor, overhead, tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the bidder to determine any and all taxes and include the same in bid price.

2.2 TECHNICAL REQUIREMENTS:

Detailed technical requirements are located in ATTACHMENT E, in a vendor response format. ATTACHMENT E serves as the formal detailed requirements list for this RFP. The narrative provided herein is a high-level summarization of the detailed requirements listed in ATTACHMENT E. Please utilize ATTACHMENT E to provide a response to each requirement.

As stipulated elsewhere in this document, ATTACHMENT E, with responses, must be provided electronically with the responder's proposal.

ATTACHMENT E is a workbook made up of three spreadsheets/workbooks:

Checklist – this spreadsheet includes the detailed requirements. Bidders must respond to each requirement from a list of allowable responses. For many requirements, additional information will be provided in the space provided.

Allowable Responses – this spreadsheet details the nine allowable responses for bidders to use when completing the Checklist. The nine allowable responses will be included in the “Vendor Response” column of the Checklist spreadsheet (via a pull-down menu).

Questions – this spreadsheet holds a list of technical, functional, and implementation questions and space for bidders to provide responses.

The narrative requirements information presented in this section relates to both the detailed requirements checklist and questions.

Any proposed solution must treat each branch of the Maricopa County Library District (MCLD) as a separate, yet integrated facility, while at the same time allowing flexibility related to the number of individual public computer workstations housed in that branch facility. The proposed solution must also support remote bookmobiles connected by satellite communication circuits. For both bookmobiles, and each branch facility, a system is required that can support real-time online connectivity and offline batch processing with synchronization in the event of downtime or disconnection from the central system. This offline support includes catalog searching, customer setup and maintenance, and check-out services.

New server computer hardware will likely be purchased by MCLD to support the vendor’s proposed system(s) and MCLD reserves the right to acquire such hardware separately. Vendor pricing for this hardware must be provided and itemized within the proposed solution.

2.2.1 Server Operating Systems Supported

MCLD has provided information regarding the current architecture. ATTACHMENT E solicits information on all operating systems that your proposed system(s) utilizes that are compatible with MCLD’s current architecture. Proposed system(s) must include current release/version specifications.

2.2.2 Proposed Servers

The solution is expected to support an open client/server architecture, which is portable and interoperable and which depends upon standards or, where standards are lacking, commonly accepted practices. The requirements further detailed in ATTACHMENT E solicit information on the proposed servers for the fully integrated, fully functional proposed solution. Proposed server requirements and information further detailed in ATTACHMENT E include:

Distributed Hardware – Although the architecture is to be defined by the system vendor, the requirements further detailed in ATTACHMENT E anticipate that the proposed system will put highly-shared and resource-intensive activities on application servers and data access activities on database servers (using multi-tier architecture), while placing presentation activities and highly customizable activities on the client. The requirements here are detailing the entirety of servers used, in all roles, for the proposed solution.

Distributed Data and Logic – requirements detailing information on the redistribution of data or logic from client to server, between clients, and among servers.

Loads and Capacities – requirements detailing information on the hardware and software platforms supported for the system(s) proposed and which platforms would best support the loads and functionality desired by the MCLD participating libraries with an appropriate response time.

2.2.3 Clients

The solution must be compatible with MCLD's desktop configurations. The requirements further detailed in ATTACHMENT E indicate clients and functional client components utilized in the fully integrated, fully functional proposed solution. Proposed client requirements and information further detailed in ATTACHMENT E include:

Distribution of Client Software – requirements detailing information on the redistribution of client upgrades from a central server or running client software from a network server.

Minimum Client System Configuration – requirements detailing staff desktops, outreach devices, and customer Internet access including Internet browser requirements, desktop operating systems, and minimum hardware requirements. These requirements include the versions of Windows with which the “native” client must be compatible and the minimum hardware requirements for the desktop computer to be used as a device for staff within the MCLD network, for customers using Internet connections within the MCLD network, and for customers using personal desktops through the Internet. Solutions must be compatible with Microsoft Windows and Web browsers or be a Web-based solution.

2.2.4 Database Management Systems Supported

A mature, flexible, easily managed database is a critical component of the proposed solution. MCLD is expecting a highly supported relational or object-oriented database management system as an integral part of the proposed solution. The requirements included in ATTACHMENT E describe requirements and solicit information for the proposed Database Management System for the fully integrated, fully functional proposed solution.

2.2.5 Database

A mature, flexible, easily managed database is a critical component of the proposed solution. The requirements included in ATTACHMENT E describe requirements and solicit information for the proposed Database Management Systems for the fully integrated, fully functional proposed solution.

These requirements here are detailing an open SQL database, as well as requirements for the functionality of administrative tools and processes required for building indexes and performing system tuning, and solicit the provisioning of data model information defining the data structure, inter-relationships between tables, and default indexes.

2.2.6 Web Servers Supported

MCLD currently supports OPAC access through the Internet for customer searching, review of account information, and modification of account passwords. These services are currently supported with the use of Microsoft IIS server. The requirements included in ATTACHMENT E describe requirements and solicit information for the proposed solutions as well as supported Web Servers for the fully integrated, fully functional proposed solution.

2.2.7 HTML Authoring Tools Supported

MCLD will configure the OPAC, Young Adult's/Children Interface, and the staff interface to provide the functionality and the “look and feel” to meet customer (external and internal) requirements. The requirements in ATTACHMENT E solicit information concerning the HTML authoring tools that are supported by the proposed solution.

2.2.8 Application Server

MCLD has a DEC Alpha running VMS that contains the DRA Classic proprietary database. The requirements in ATTACHMENT E describe requirements and solicit

information for the proposed Application Server systems for the fully integrated, fully functional proposed solution.

2.2.9 Terminal Services Supported

As the MCLD network grows, the Information Technology group desires to simplify the architecture, manage application licenses, allow remote administration, and optimize application performance and deployment. The requirements included in ATTACHMENT E solicit information for potential Terminal Services supporting client systems within the fully integrated, fully functional proposed solution. This is not a request for terminal services (hardware and software) to be included as part of the proposed solution.

2.2.10 Notification System

Currently, MCLD notifies customers of overdue materials and material pickup/availability with a phone notification system. The requirements further detailed in ATTACHMENT E include the flexible integration and support of phone notification systems with advanced functionality.

2.2.11 Other Technical Requirements

MCLD continues to investigate leading edge technology that would benefit the staff or customers through the automation of technical maintenance tasks, which will allow technical personnel to spend the majority of their time resolving issues, testing new technology, and deploying devices quickly.

MCLD is interested in capabilities that include offline functionality, wireless networking, failure alerting, backups, and data recovery. Please utilize ATTACHMENT E to provide responses to technical requirements. Provide information regarding any future enhancements that are scheduled for your proposed system(s) along with expected delivery dates.

ADA Compliant Interfaces – Under the Americans with Disabilities Act, MCLD must provide client desktops that meet the minimum Americans with Disabilities Act (ADA) requirements. The requirements here are detailing ADA interface requirements, and solicit information on third party hardware and the hardware configuration for systems supporting ADA interfaces. Solutions must interact with client ADA software packages such as JAWS.

2.2.12 Interfaces

Within MCLD, other products are currently being implemented or used that must be integrated with the new Integrated Library System. Integration between third-party products must be considered to ensure that staff and customers are able to receive comprehensive messages when checking out material within the staff application or self check-out machines, while using and supporting Smart Cards and while using and supporting digital materials management software.

Self Check-out machines – requirements detailing the protocols that the District has outlined as a minimum. The ability to interface the proposed solution with various types of devices is a must for MCLD.

Radio Frequency Identification – requirements outlining the need to interface with Radio Frequency Identification readers is a must for the District. RFID consists of a sensing device that transmits a radio frequency signal to a specially designed RFID tag, which responds with another radio message.

The primary benefits of RFID are the elimination of clerical errors in recording data; faster data collection; and a reduction in labor and paperwork required to process data. The District is currently installing RFID at a new regional facility to complete the Check-

in process. The District continues to require traditional check-in functionality as a backup method and for smaller facilities with smaller circulations.

Smart Card – requirements detailing the protocols that work with the selected Smart Card solution are outlined in ATTACHMENT E. The ability to share information between the two solutions will assist the District in providing additional services to customer. The MCLD desires a seamless interface between the ILS and the Smart Card system.

2.3 FUNCTIONAL REQUIREMENTS:

Detailed functional requirements are located in ATTACHMENT E, in a vendor response format. ATTACHMENT E serves as the formal detailed requirements list for this RFP. Narrative provided here is a high-level summarization of the detailed requirements listed in ATTACHMENT E. Please utilize ATTACHMENT E to provide a response to each requirement. As stipulated elsewhere in this document, ATTACHMENT E, with responses, must be provided electronically with the responder's proposal.

MCLD requires an off-the-shelf, proven system. The proposed system(s) must be installed and operational as part of a current software release. Ideally, proposals must represent a vendor's capability to support library installations similar in size and program scope to that of MCLD.

2.3.1 Cataloging

The Cataloging function maintains the bibliographic database and authority control files in full MARC format. This function supports the creation, modification and deletion of bibliographic, item and authority control records and accommodates indexing rules.

MCLD currently outsources most cataloging activities to third party vendors. The District is in the process of having outside vendors complete all cataloging activities, utilizing the District's ILS. This arrangement will continue, with outsourcing vendors utilizing the District's future ILS for cataloging activities.

The requirements further detailed in ATTACHMENT E describe a fully functional and integrated Cataloging function as an integral part of the proposed solution.

2.3.2 Circulation

The Circulation function maintains item and customer files, which enable the District to track the circulation and availability of items within the system and to monitor customer delinquencies. The primary audience for the Circulation function of the ILS is anticipated to be library staff, who will be served through an intuitive graphical user interface, while library customers will primarily be served through a web-based OPAC discussed elsewhere in this document. The intuitive graphical user interface is user-customizable, through a graphical customization interface. The intuitive graphical user interface has mouse and equivalent keyboard commands for all Circulation Control functions, providing suitable means with which to address ADA needs as well as optimization for usability. Users can invoke and move between functions, such as check-in and check-out, through user-defined function keys.

The requirements further detailed in ATTACHMENT E describe a fully functional and integrated Circulation function as an integral part of the proposed solution. Circulation requirements further detailed in ATTACHMENT E include:

Circulation Features – requirements detailing a configurable graphical user interface, with granular, customizable security.

MCLD-Defined Circulation Rules – requirements associated with how the District will be able to configure the system to operate within the various branches and associated libraries.

Customer Maintenance – requirements related to the creation and management of customer records within the database.

Check-out – requirements detailing check-out functionality with barcode and RFID support. The District has one branch that utilizes RFID and additional branches are expected to use RFID in the future.

Self Check – requirements detailing customer use of Self Check devices. The District currently has five branches utilizing Self Check-out machines that account for over 50% of the check-out transactions at most branches. The District plans to implement self check-in functionality in the future.

Loan Periods – requirements detailing customizability of check-out lengths, including customizability by material type.

Check-in – requirements detailing check-in functionality with barcode and RFID support. The District has one branch that uses RFID and additional branches are expected to use RFID in the future. The District plans to implement customer self check-in as early as December 2002.

Blocks – requirements detailing the ability to flexibly restrict material check-out and check-in.

Renewals – requirements detailing renewals and the ability to renew items online, over the phone, and via self-check devices. ILL's are to be excluded from the renewal process.

Holds – requirements detailing the ability of customers to place holds at the Title level, and allow authorized staff members to place holds at the Item level. Other requirements relate to the ability to manage the hold queues and provide information relating to the status of the hold.

Hold Notification – requirements associated with hold notification, including phone, email, and regular mail notification with sophisticated error handling.

Fines – requirements associated with library fine management, which will allow each branch/agency to set independent parameters for fines, notice production, and other fine-related activities. Payment processing requirements have been included in this section.

Collections – requirements detailing typical collections related functionality as well as the ability to interface with outside collection agencies.

Reserves-academic – requirements associated with the operation of an academic reserve room. These requirements relate to the creation of brief bibliographic records for items to be placed on reserve, as well as other requirements related to reserve room workflow.

Outreach Services – the District operates two bookmobiles, and provides other outreach services such as deposit stops and books-by-mail. These requirements detail functionality the proposed system will need to support these services. Current bookmobiles operate via mobile satellite based connectivity, with all of the data communication restrictions typically associated with mobile satellite technology (delay, bandwidth, occasional loss of connectivity, etc.). The requirements in this area discuss disconnected, off-line system functionality, synchronization capabilities, functionality of the ILS which assists in profiling communities and appropriately stocking materials in the bookmobile, and other relevant bookmobile and outreach services.

2.3.3 Inter-Library Loans

In the past, customers had to work with a staff member to enter an Inter-Library Loan (ILL) request. Currently, customers are able to enter their own ILL request both from within the library and through the District's website. The new system must support this functionality, and the OPAC interface must ease the process for a customer to make an ILL request.

The requirements further detailed in ATTACHMENT E describe a fully functional and integrated ILL function as an integral part of the proposed solution.

2.3.4 Serials

Serials requirements include the functions associated with maintaining collections of serially-received library materials and the integration of serials information throughout the system, including the OPAC displays. The proposed solution must have the ability to accommodate all types of serials.

The requirements further detailed in ATTACHMENT E describe a fully functional and integrated Serials function as an integral part of the proposed solution. Serials requirements further detailed in ATTACHMENT E include:

Check-in – requirements detailing check-in functionality including prediction, monitoring, and real-time update to holdings information, as well as others.

Routing – requirements detailing production and maintenance of routing slips.

Prediction – requirements detailing creation and maintenance of prediction records, supporting all types of frequencies.

Summary of Holdings – requirements detailing a system capable of summarizing holdings. Also requirements detailing the ability to collapse holdings to a set timeframe.

Claiming – requirements detailing both manual and electronic claiming. Also, requirements detailing provisioning a time lag for second and third claims.

Bindery – requirements detailing indication mechanisms for when an item is ready to be considered for binding.

2.3.5 Acquisitions

The District plans to use the proposed system's acquisition functionality for the procurement of all types of library materials. The requirements further detailed in ATTACHMENT E describe a fully functional and integrated Acquisitions function as an integral part of the proposed solution. Acquisitions requirements further detailed in ATTACHMENT E include:

Vendor management – requirements detailing the ability to maintain vendor profiles, and to automatically take information from these profiles to populate order forms, claim forms, invoices and other defined business forms and transactions.

Selections – requirements detailing the ability to complete selections both centrally and distributed.

Standard Orders – requirements detailing the support of automated/standard orders.

EDI Standards – requirements detailing full EDI functionality integrated into the proposed solution. The ANSI X12 standard must be supported.

The District ILS must be a standards based solution, supporting ANSI ASC X12.

These standards are methods of coding data to facilitate Electronic Data Interchange (EDI). It provides:

- Rules of syntax
- Definition of the data organization
- Editing rules and conventions
- Published public documentation (a Standards Manual)

This provides the Standards user with:

- An open system - where trade is possible with anyone who uses the same standard
- Reduced implementation effort - the implementation of a standard can, itself, be standardized
- Third party interfaces - software and network applications can be written that address specific business needs and conform to a single standard

In 1979, the American National Standards Institute (ANSI) chartered the Accredited Standards Committee (ASC) X12 to develop uniform standards for inter-industry electronic exchange of business transactions-electronic data interchange (EDI).

ANSI has been coordinating standards in the United States since 1918. ANSI offers an open forum for all concerned to identify their needs, plans to meet those needs, and agreement on the proposed standards.

The standard that has been recommended by this committee is known as ANSI ASC X12. It is sometimes called ANSI X12 or simply the X12 Standard. This is the American National Standard.

Order tracking – requirements detailing the ability to track orders and know order status.

Payment methods – requirements detailing the ability to process several payment types through the acquisition function. A solution must accommodate several payment types, including but not limited to, County credit cards, MasterCard or VISA, and check or wire transfer.

Fund Accounting – requirements detailing the fund accounting aspect of the acquisitions function. These requirements address all accounting related functionality that will allow the District to manage the accounting activities related to the acquisitions function. These requirements include:

- encumbrances
- manual adjustments
- re-assignment of funds with an unlimited number of parent/child relationships
- an option to display or suppress on-order items in the OPAC
- ability to interface to an outside accounting system

2.3.6 Online Public Access Catalog (OPAC)

The OPAC is key to the overall success of this implementation. The main goal of the District is to provide customer service, and to connect customers with the materials and services that they desire. A key aspect of customer self-service is the OPAC. The District will carefully evaluate the OPAC user interface to ensure that it will meet and exceed the requirements of our customers. The requirements further detailed in ATTACHMENT E describe a fully functional, highly configurable, and integrated OPAC function as an integral part of the proposed solution. OPAC requirements further detailed in ATTACHMENT E include:

Customer Portal – requirements detailing the OPAC’s ability to be the customer portal; which some have described as the “My Library” concept. These include the ability to save searches, to schedule searches, to define topics of interest, to provide readers’ advisories (“If you enjoyed this” recommendations), to review items of interest, and to provide feedback to the District (including “wish list” information).

Multiple Language Support – requirements detailing public access client solutions that are able to handle display of languages other than English, and utilization of the UNICODE Worldwide Character Standard language character support, along with system configurations for anticipated client systems.

Circulation Information – requirements detailing the OPAC’s provisioning of circulation-related information to the customer in an easy-to-view, easy-to-understand, and easy-to-use format.

Renewal Request Processing – requirements detailing the customer’s ability to request renewal on a single item, multiple items, or all items charged.

User Interface – requirements detailing the user interface as intuitive, easy-to-use, and including user-defined function keys. Requirements detailing spell checking, with

suggestions, searching, ILL processing, hold request processing, customer on-line self-registration, and enhanced content. The user interface must also be multi-lingual. Based on the local demographics, the MCLD has an expressed interest in North American Spanish support.

Authentication – requirements detailing the ability to authenticate users for access to various services. Requirements include the ability to authenticate via IP address and/or customer logon (with password).

Searching – requirements detailing the provisioning of enhanced, thorough and complete searching functionality as an integral part of the ILS, presented to customers via the OPAC. The requirements detail enhanced content searching, and, as part of the base solution, a metasearch engine that allows searching of all source types.

The searching function is a critical, fundamental component of the ILS system and this functionality must be integral to the system. Searching requirements include exact searches, keyword searches, author searches, title searches, virtual shelf searches, and material type searches with each supporting search options, such as the use of “wild cards” and other advanced features. Search sorting requirements include sorting by author, title, subject, material type, and publication date.

Metasearch engine requirements include searching of databases outside of the District’s catalog and searches spanning the catalog, any selected external source, and Internet sources within one search. The search engine must support Z39.50 and other related standards.

Requirements for all result sets include sophisticated de-duping, and the return of intuitive, user-friendly results in an efficient, easy-to-use format, which can be customized by the District.

"Z39.50" refers to the International Standard, ISO 23950: "Information Retrieval (Z39.50): Application Service Definition and Protocol Specification", and to ANSI/NISO Z39.50. The Library of Congress is the Maintenance Agency and Registration Authority for both standards, which are technically identical (though with minor editorial differences). This standard specifies a client/server-based protocol for searching and retrieving information from remote databases. Any proposed solution must include this standard.

The District is also interested in providing the customers access to “book bag” functionality, where they can place items in the “book bag” as they review the overall catalog. The contents of the “book bag” can then be used to gather the materials.

2.3.7 Young Adults/Children Services Interface

Requirements detailing the ability to include a separate OPAC user interface for young adults and/or children. The children’s interface should provide icon/picture subject area searching, easy to click links, automatic spell checking (with suggestions), and support program management activities related to young adults and children.

In terms of ease of configuration, and “look and feel”, this interface must also meet the requirements presented for the OPAC.

2.3.8 Staff Interface

The staff interface is the primary interface for more complex staff interactions with the ILS. The requirements further detailed in ATTACHMENT E describe a fully functional and integrated Staff Interface as an integral part of the proposed solution.

Staff Interface – requirements detail a state-of-the art graphical interface, developed following Microsoft Windows Programming Conventions (developing graphical user interfaces following standards & practices to best interface with users following standard Microsoft programming conventions and interface behaviors), that allow the staff user to execute commands via menus, point-and-click, and function keys. These requirements

include detail on the staff user's ability to configure the interface at the user level, including the definition of function keys, with minimal training for the user. The requirements detail the configurability of pull-down menus and code lists, with configuration activities for interface customizations taking place through the GUI.

The staff interface requirements cover all functions within the proposed solution, except for the OPAC.

Reporting within the Staff Interface – Reporting, with both “canned” and ad hoc reports, are a key part of the staff interface, and detailed, fully functional, flexible reporting from real-time data must be an integral part of the proposed solution's basic foundation. The requirements detail the integration of “canned” and ad-hoc reporting into all functions within the proposed solution, and extend to reports related to the performance and usage of the system. The requirements detail sophisticated ad hoc report writing tools as a part of the fully functional integrated system.

2.3.9 Materials Booking

Materials Booking relates to the management and use of other media within the district, including, but not limited to meeting rooms, chairs, computers, electronic equipment, and other items available for use by District customers. The requirements further detailed in ATTACHMENT E describe a fully functional and integrated Materials Booking function as an integral part of the proposed solution.

The requirements detail the ability of this function to check availability of materials, enable materials to be discharged when they are returned, support fines for overdue materials, and allow displaying of materials availability in a calendar format.

2.3.10 Security

The proposed solution must provide multiple levels of granular, flexible security, as defined by the District. Also, a solution must work in concert with existing security methodologies typically found in Microsoft, Novell, or other robust networking environments.

The requirements further detailed in ATTACHMENT E describe a fully functional, and integrated Security function as an integral part of the proposed solution. Security requirements further detailed in ATTACHMENT E include:

Security Identification – the requirements detail security which is user ID and password controlled, with the ability to interface with a variety of other systems and standards.

Security Maintenance – the requirements detail security maintenance which is simple and able to be flexibly delegated to various staff members in the district. The requirements include the ability to update specific user security and/or set up new users through the use of security templates and the ability to set up security levels by copying/modeling another user ID.

Security Auditing – the requirements detail the ability to implement standard auditing and accountability practices as an integral part of the ILS system.

Granularity – the requirements detail a great deal of granularity provisioned to the function, screen, and field levels, with the ability to control query and update capabilities throughout the system.

2.4 IMPLEMENTATION REQUIREMENTS:

Detailed implementation requirements are located in ATTACHMENT E, in a vendor response format. ATTACHMENT E serves as the formal detailed requirements list for this RFP. Narrative provided here is a high-level summarization of the detailed requirements listed in ATTACHMENT E. Please utilize ATTACHMENT E to provide a response to each requirement.

As stipulated elsewhere in this document, ATTACHMENT E, with responses, must be provided electronically with the responder's proposal.

2.4.1 Data Migration

The proposed solution shall fully encompass all Data Migration necessary for the transition from the existing DRA Classic ILS to the new ILS as a part of the proposed solution. The requirements further detailed in ATTACHMENT E describe full, and timely, Data Migration services as an integral part of the proposed solution.

The requirements detail the inclusion of the timely migration of data from the existing DRA Classic implementation into the new system as part of the new system implementation. Proposal responses must include a high-level data migration plan as part of the response to this RFP. This must include the migration of customer, MARC Record, Item, holdings, and other data. The vendor should also provide information concerning any database services/utilities that are required as part of the proposed solution or useful in enhancing the efficiency of this process. The vendor must include the cost of any required or recommended tools, services, or utilities in the overall cost of this solution.

2.4.2 Training

The proposed solution must provide sufficient training for both implementation and continued operation of the proposed ILS. Areas of interest include; System Administration, general staff, technical support staff, and customer services. The requirements further detailed in ATTACHMENT E describe comprehensive training as an integral part of the proposed solution and allows for vendor training approaches to be described. Training requirements further detailed in ATTACHMENT E include:

Training Methodologies – requirements detail the provisioning of a recommendation concerning the training of District personnel as part of the implementation as well as a plan for ongoing training for users and administrators. The vendor must include the cost of this recommended training in the overall cost of this solution.

Technical manuals – the requirements detail technical manuals that are provided as part of the proposed solution including (but not limited to) database schemas (entity relationship diagram), source object description list, API description list, administration procedures, and other information as provided in the technical requirements.

Training manuals – the requirements detail that training manuals must be provided for District staff, District customers, District technical support personnel, and others.

On-line Help – the requirements detail the provisioning of on-line context-sensitive help within all system functions and the ability to modify and annotate this help information.

2.4.3 Customer Support

The District is anticipating entering into a long-term relationship with the selected vendor. The customer support requirements relate to the availability of customer support and what type of support is provided. The District's understanding of this long-term relationship will have an impact on the overall selection process. The requirements listed in ATTACHMENT E relate to Service Level Agreements, Help Desk support, active user groups, and others.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a two (2) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 INDEMNIFICATION AND INSURANCE:

3.3.1 INDEMNIFICATION

To the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify, and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the acts, errors, omissions or mistakes relating to the performance of this Contract.

CONTRACTOR'S duty to defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes, the **CONTRACTOR** may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

Abrogation of Arizona Revised Statutes Section 34-226:

In the event that A.R.S. § 34-226 shall be repealed or held unconstitutional or otherwise invalid by a court of competent jurisdiction, then to the fullest extent permitted by law, the **CONTRACTOR** shall defend, indemnify and hold harmless the **COUNTY**, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or resulting from **CONTRACTOR'S** work or services.

CONTRACTOR'S duty to defend, indemnify and hold harmless, the **COUNTY**, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, injury to, impairment or destruction of property including loss of use resulting therefrom, caused in whole or in part by any act or omission of the **CONTRACTOR**, anyone **CONTRACTOR** directly or indirectly employs or anyone for whose acts **CONTRACTOR** may be liable, regardless of whether it is caused in part by a party indemnified hereunder, including the **COUNTY**.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of the **COUNTY**.

3.4 INSURANCE REQUIREMENTS:

CONTRACTOR, at **CONTRACTOR'S** own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the **COUNTY**.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the **COUNTY**, constitute a material breach of this Contract.

The **CONTRACTOR'S** insurance shall be primary insurance as respects the **COUNTY**, and any insurance or self-insurance maintained by the **COUNTY** shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the **COUNTY**.

The insurance policies may provide coverage, which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the **COUNTY** under such policies. The **CONTRACTOR** shall be solely responsible for the deductible and/or self-insured retention and the **COUNTY**, at its option, may require the **CONTRACTOR** to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The **COUNTY** reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The **COUNTY** shall not be obligated, however, to review such policies and/or endorsements or to advise **CONTRACTOR** of any deficiencies in such policies and endorsements, and such receipt shall not relieve **CONTRACTOR** from, or be deemed a waiver of the **COUNTY'S** right to insist on strict fulfillment of **CONTRACTOR'S** obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the **COUNTY**, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the **COUNTY**, its agents, representatives, officers, directors, officials and employees for any claims arising out of **CONTRACTOR'S** work or service.

- 3.4.1 Commercial General Liability. **CONTRACTOR** shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for **CONTRACTOR'S** operations and products and completed operations.

If the **CONTRACTOR** subcontracts any part of the work, services or operations awarded to the **CONTRACTOR**, he shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the **CONTRACTOR'S** work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the **CONTRACTOR'S** Commercial General Liability insurance.

3.4.2 Automobile Liability. **CONTRACTOR** shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to **CONTRACTOR'S** vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.4.3 Workers' Compensation. The **CONTRACTOR** shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of **CONTRACTOR'S** employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the **CONTRACTOR** will require the Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the **CONTRACTOR**.

3.5 CERTIFICATES OF INSURANCE:

Prior to commencing work or services under this Contract, **CONTRACTOR** shall furnish the **COUNTY** with Certificates of Insurance, or formal endorsements as required by the Contract, issued by **CONTRACTOR'S** insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

In the event any insurance policy(ies) required by this contract is(are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of the **CONTRACTOR'S** work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the **COUNTY** fifteen (15) days prior to the expiration date.

3.6 CANCELLATION AND EXPIRATION NOTICE:

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the **COUNTY**.

3.7 PERFORMANCE BOND:

The successful Contractor will be required to furnish a performance bond in the amount 100% of total PROPOSAL price) within 10 days from receipt of notification of award. Date of U.S. postmark will be accepted as date of delivery of performance bond. Contractors are requested to tender this bond on a Document approved by the Arizona Department of Insurance. One Contractor failing to supply a performance bond as required will forfeit his right to the contract. An irrevocable letter of

credit or certificate of deposit will be accepted in lieu of bond. **Performance bonds are to be identified with PROPOSAL serial number, title and return address.**

3.8 TESTING:

Unless otherwise specified, materials, equipment and software purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the solicitation. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to a commercial laboratory or other appropriate agency, for analysis and test as to whether the material conforms in all respects to the specifications. In cases where commercial laboratory reports indicate that the materials do not meet the specifications, the expense of such analysis is to be borne by the Proposer holding the contract.

3.9 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.10 USAGE REPORT:

The Contractor shall furnish the County a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.11 ACCEPTANCE:

Upon successful completion of the performance period, the system shall be deemed accepted and the warranty period begins. All documentation shall be completed prior to final acceptance.

3.12 TRAINING:

The successful Contractor shall provide a minimum of 40 business days to completely train County personnel in the use and care of the equipment. The Contractor shall provide details about the proposed training strategy for the implementation of the proposed solution.

3.13 TECHNICAL AND DESCRIPTIVE LITERATURE:

Proposer(s) must include complete manufacturer's technical and descriptive literature regarding the material they propose to provide. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the PROPOSAL being rejected.

3.14 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Purchase Card Process" has initiated changes that are intended to both improve and expedite the purchasing and payment process. In light of these efforts, Proposers are strongly encouraged to offer Maricopa County prompt payment discounts for this service and take into consideration receipt of payment with seventy-two (72) hours from time of payment processing. Discounts offered will be considered in the evaluation price analysis process.

4.0 CONTRACT TERMS & CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.3 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.4 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.5 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.6 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County, which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.7 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.8 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.9 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.10 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the PROPOSAL price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.11 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as proposed in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.12 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.13 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.14 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Using agency(s) shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.15 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.16 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.18 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.20 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.21 SEVERABILITY:

Any provision of this Contract, which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.22 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.23 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his Employees or Subcontractors.

Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.

Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.

4.24 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.25 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.26 PRICE REDUCTIONS:

By submitting a proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY**. If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.26.1 Cancel the Contract, if it is currently in effect.

4.26.2 Determine the amount, which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.26.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.27 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.28 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

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13088

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ☒ YES ☐ NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ☒ YES ☐ NO

PRICING SHEET C703513 / B0604343 NIGP CODES 20859

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

Instructions:

Complete the following cost/pricing form for the proposed system/solution. If your proposed system includes any item in the base price, please enter "Base System" for the line item comments. Should your proposed system not require an item listed, please enter "Not Included" for the line item comments. Also, insert rows should you need to increase the number of "Other" components required for the proposed system.

* **Maintenance charges MUST be quoted at an ANNUAL rate** for comparison purposes, with explanations in the comments column for warranty periods or length of maintenance contract being quoted. A description of what the annual maintenance charges cover should be included. Where requested, optional pricing for maintenance and support services should be detailed on separate lines.

Hardware:

Item/Description	Initial Cost (Plus 1st year Maintenance)	2nd Year Maintenance or License Fee*	3rd Year Maintenance or License Fee*	4th Year Maintenance or License Fee*	5th Year Maintenance or License Fee*	Comments
Database Server-Dell PowerEdge 6600	\$29,238.00	Base System	Base System	NA	NA	3Year Onsite MfrW
Web Server-Dell PowerEdge 6600	\$17,091.00	Base System	Base System	NA	NA	3Year Onsite MfrW
Application Server	Not Included	Not Included	Not Included	Not Included	Not Included	
Network Equipment	Not Included	Not Included	Not Included	Not Included	Not Included	
Terminal Services Server-Dell PE600SC	\$2,810.00	Base System	Base System	NA	NA	3Year Onsite MfrW
Training Server-Dell PE600Sc	\$3,361.00	Base System	Base System	NA	NA	3Year Onsite MfrW
Self-Check Server-Dell PE1600SC	\$4,293.00	Base System	Base System	NA	NA	3Year Onsite MfrW
Phone Notification Server-Dell PE600SC	\$4,587.00	Base System	Base System	NA	NA	3Year Onsite MfrW
Installation/Configuration Services	\$16,600.00	NA	NA	NA	NA	
Tax	Not Included	Not Included	Not Included	Not Included	Not Included	-
Shipping	Base System	Base System	Base System	Base System	Base System	

Sub-Total (Hardware)	\$77,980.00	NA	NA	NA	NA	
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Software:

Item/Description	Initial Cost (Plus 1st year Maintenance)	2nd Year Maintenance or License Fee*	3rd Year Maintenance or License Fee*	4th Year Maintenance or License Fee*	5th Year Maintenance or License Fee*	Comments
Proposed ILS Solution - Application	\$50,000.00	\$7,500.00	\$7,725.00	\$7,957.00	\$8,195.00	One Year Warranty
Additional Module/Component Interface to Self Check	\$16,000.00	\$2,400.00	\$2,472.00	\$2,546.00	\$2,622.00	One Year Warranty
Additional Module/Component Interface to Collection Agency	\$10,000.00	\$750.00	\$772.00	\$795.00	\$819.00	One Year Warranty
Additional Module/Component Multilingual PAC (north American Spanish, Castilian Spanish, Chinese, Vietnamese, Japanese)	\$75,000.00	\$15,000.00	\$15,450.00	\$15,913.00	\$16,390.00	One Year Warranty
Additional Module/Component Children's Interface to PAC	\$5,000.00	\$750.00	\$772.00	\$796.00	\$820.00	One Year Warranty
3rd Party Component: Software for Database Server (Windows 2000 Advanced Server, SQL Server 2000 Enterprise, Windows Client Access Licenses, pcAnywhere)	\$23,848.00	NA	NA	NA	NA	Updates purchased separately
3rd Party Component: Software for PAC Server (windows 2000 Server, pcAnywhere)	\$358.00	NA	NA	NA	NA	Updates purchased separately
3rd Party Component: Software for Training Server (Windows 2000 Server, SQL Server 2000, SQL Server CALS, pcAnywhere)	\$1,143.00	NA	NA	NA	NA	Updates purchased separately
3rd Party Component: Software for Self Check Server (Windows 2000 Server, pcAnywhere)	\$358.00	NA	NA	NA	NA	Updates purchased separately
Database Management System & Licenses)	Base System	Base System	Base System	Base System	Base System	
Application Development Tools (list & describe)	Not Included	Not Included	Not Included	Not Included	Not Included	
Application Management Tools (list & describe)	NA	NA	NA	NA	NA	
Reporting Software Tool & Licenses	\$1,245.00	\$187.00	\$192.00	\$198.00	\$204.00	
Terminal Services Licenses: Windows 2000 Server, Terminal Server Client Access Licenses	\$853.00	NA	NA	NA	NA	Updates purchased separately
ILS Licenses - staff	\$265,000.00	\$39,749.00	\$40,942.00	\$42,170.00	\$43,434.00	One Year Warranty
ILS Licenses - patron/web	Base System	\$19,650.00	\$20,240.00	\$20,846.00	\$21,472.00	One Year Warranty
Tax	Not Included	Not Included	Not Included	Not Included	Not Included	-
Shipping	Base System	Base System	Base System	Base System	Base System	
Other: Point of Sale Plus	\$69,638.00 Includes discounts					
Sub-Total (Software)	\$448,805.00 \$518,443.00	\$85,986.00	\$88,565.00	\$91,221.00	\$93,956.00	

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Software Table: Licensed GIS Software Modules

POINT OF SALE PLUS - SOFTWARE MODULE

Module	Module Unit Price	No. of Copies of Module Licensed	Total Module Cost
Operating Modules (Associated Maintenance Modules in parentheses)			
i. Program Registration (Program Maintenance)	\$1,750		
ii. FlexReg (licensed only with Services and iv)	◆		
iii. Memberships (Membership Maintenance)	\$1,750		
iv. Facility Booking (Facility Maintenance)	\$1,750		
v. QuickRez (licensed only with Services and iv)	◆		
vi. Point of Sale Plus (POS Maintenance)	\$1,750	22	\$38,500
vii. Sport Scheduling	\$1,750		
viii. Calendar	\$500		
ix. Telephone Client Logins (min. 4 lines) (IVR Maintenance)	\$1,750		
System Features			
Server Based Licensing			
x. Randomization	\$5,000		
xi. Affinity	◆		
xii. CustomerSync	\$5,000		
xiii. PortalSync	\$5,000		
xiv. Application Connector	\$5,000	2	\$10,000
		1	\$10,000
xv. GL Export	\$1,750	1	\$1,750
xvi. BrochureSync	\$1,750		
xvii. Multilingual (times total of items 1 and iv licenses)	\$500		
xviii. Telephone Program Registration & Voice Server	\$5,000		
xix. Payment Authorization (Credit and, Debit and Electronic Funds Transfer)	\$5,000	1	\$5,000
User-Based Licensing			
xx. Integrated Workstation Debit Card	\$250		
xxi. POS Touch Screen	\$500		
xxii. Kiosk	\$1,750		
Internet			
xxiii. Internet Program Registration	\$5,000		
xxiv. Internet Facility Booking	\$5,000		
xxv. Maps	\$2,500		
xxvi. Internet Sports Scheduling	\$5,000		
xxvii. Internet Facility Availability	\$5,000		
xxviii. Internet Client Login (25 Concurrent Users permitted per license)	\$5,000		
System Modules—Costs included in costs of other licensed Modules			
xxix. System Utilities as defined in section Error! Reference source not found. of the Terms and Conditions	◆	◆	◆
Other			
xxx. Reports	\$500	1	\$500
xxxi. Membership Scanning Station	\$500		
Partner Incentives			(\$11,550)
Total Cost			\$54,200

SEE EXHIBIT 1 FOR APPLICABLE TERMS AND CONDITIONS

GIS INFORMATION SYSTEMS INC, PO BOX 4903, 7272 MORGAN ROAD, LIVERPOOL SYRACUSE, NY 13090
13088

Software Table: Licensed GIS Software Modules

POINT OF SALE PLUS SOFTWARE MAINTENANCE

Module	No. of Copies of Module Supported/ Maintained	Initial Software Licensing Cost	Total Module Support / Maintenance Cost
Operating Modules (Associated Maintenance Modules in parentheses)			
xxxii. Program Registration (Program Maintenance)		\$1,750	
xxxiii. FlexReg (automatically licensed if i is licensed)		◆	
xxxiv. Memberships (Membership Maintenance)		\$1,750	
xxxv. Facility Booking (Facility Maintenance)		\$1,750	
xxxvi. QuickRez (licensed only with Services and iv)		◆	
xxxvii. Point of Sale Plus (POS Maintenance)	22	\$1,750	\$9,625
xxxviii. Sport Scheduling		\$1,750	
xxxix. Calendar		\$500	
xl. Telephone Client Logins (min. 4 lines) (IVR Maintenance)		\$1,750	
System Features			
Server Based Licensing			
xli. Randomization		\$5,000	
xl. Affinity		◆	
xl. CustomerSync		\$5,000	
xliv. PortalSync		\$5,000	
xl. Application Connectors	2	\$5,000	\$2,500 \$1,500
xlvi. GL Export	1	\$1,750	\$438
xl. BrochureSync		\$1,750	
xl. Multilingual (times total of items 1 and iv licenses)		\$500	
xl. Telephone Program Registration & Voice Server		\$5,000	
l. Payment Authorization (Credit and, Debit and Electronic Funds Transfer)	1	\$5,000	\$1,250
User-Based Licensing			
li. Integrated Workstation Debit Card		\$250	
lii. POS Touch Screen		\$500	
liii. Kiosk		\$1,750	
Internet			
liv. Internet Program Registration		\$5,000	
lv. Internet Facility Booking		\$5,000	
lvi. Maps		\$2,500	
lvii. Internet Sports Scheduling		\$5,000	
lviii. Internet Facility Availability		\$5,000	
lix. Internet Client Login (25 Concurrent Users permitted per license)		\$5,000	
System Modules—Costs included in costs of other licensed Modules			
lx. System Utilities as defined in the Terms and Conditions	◆	◆	◆
Other			
lxi. Reports	1	\$500	\$125
lxii. Membership Scanning Station		\$500	
Total Cost			\$15,938 \$15,439

Total cost indicated is potentially subject to reduction per Accreditation Discount.
SEE EXHIBIT #2 FOR APPLICABLE TERMS AND CONDITIONS

**GIS INFORMATION SYSTEMS INC, PO BOX 4903, 7272 MORGAN ROAD, LIVERPOOL, SYRACUSE, NY ~~13090~~
13088**

Implementation:

Item/Description	Initial Cost (Plus 1st year Maintenance)	2nd Year Maintenance or License Fee*	3rd Year Maintenance or License Fee*	4th Year Maintenance or License Fee*	5th Year Maintenance or License Fee*	Comments
Data Migration	\$84,022.00	NA	NA	NA	NA	
Pre-installation Support and Testing	\$13,000.00	NA	NA	NA	NA	
Application Installation Services	Base System	Base System	Base System	Base System	Base System	
Integration Services	Base System	Base System	Base System	Base System	Base System	
Basic Training-Staff	Base System	Base System	Base System	Base System	Base System	
Basic Training-Technical (Application/Database)	\$16,000.00	NA	NA	NA	NA	
Basic Training-Technical (Hardware)	Not Included	Not Included	Not Included	Not Included	Not Included	
Basic Training-System Administration	\$8,000.00	NA	NA	NA	NA	
Customer Support	Base System	Base System	Base System	Base System	Base System	
Other: MediaNet Project Coordination Fee	\$5,000.00	NA	NA	NA	NA	
Other: Follow-up Workflow Analysis and Consultation	\$5,000.00	NA	NA	NA	NA	
Other: Performance Bond	\$2,987.00	NA	NA	NA	NA	
Other: Point of Sale Plus*	\$36,000.00 Includes Discount					

Sub-Total (Implementation)	\$170,009.00 \$134,009.00	NA	NA	NA	NA
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PROPOSED SYSTEM TOTAL COST:	\$766,432.00 \$660,794.00	\$85,986.00	\$88,565.00	\$91,221.00	\$93,956.00
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Less Discount -35,000.00

FINAL COST	\$731,432.00 \$625,794.00	\$85,986.00	\$88,565.00	\$91,221.00	\$93,956.00
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Services Table – Point of Sales Plus Module

Pre-Agreed Services	Rate per Hour	Number of Hours	Total Services Cost
A. Pre- Project Documentation	\$125		
B. Database & Software Installation	\$125		
C. On-Site less than 3 days <i>(PLUS AIRFARE)</i>			
C.i. Standard Consultants	\$155		
C.ii. Senior Consultant / Project Planner	\$187.50		
C.iii. Technical Specialist	\$250		
D. On Site 3 days or More <i>(PLUS AIRFARE)</i>			
D.i. Standard Consultants	\$125		

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D.ii.	Senior Consultant / Project Planner	\$187.50	240	\$45,000
D.iii.	Technical Specialist	\$220		
E.	e-Consulting (REQUIRES INTERNET ACCESS ON EACH PC)			
E.i.	Standard Consultants	\$100		
E.ii.	Senior Consultant / Project Planner	\$190		
E.iii.	Technical Specialist	\$220		
F.	Weekend Surcharge *			
F.i.	Standard Consultants	\$75		
F.ii.	Senior Consultant / Project Planner	\$75		
F.iii.	Technical Specialist	\$75		
		<u>Partner Incentives</u>		(\$9,000)
		<u>Totals</u>	240	\$36,000

NOTE THAT RATES SHOWN INCLUDE ALL TRAVEL EXPENSES OTHER THAN AIRFARE

SEE EXHIBIT #3 for applicable Terms and Conditions

PRICING SHEET C703513 / B0604343 NIGP CODES 20859

Terms: ~~1% 10 DAYS~~; NET 30

Vendor Number: ~~161667474~~ **W000001512 X**

Telephone Number: 315/634-8580 ~~1234~~ **4513**

Fax Number: 315/457-2383 **5883**

Contact Person: ~~William Schieckling~~ **Greg Brown**

E-mail Address: ~~alastair.Cameron@gisinfosystems.com~~ **greg.brown@gisinfosystems.com**

Company Web Site: ~~www.gis.gaylord.com~~ **www.gisinfosystems.com**

Performance Bond Required \$534,419.00

Insurance Certificate Required

Contract Period: To cover the period ending **June 30, 2005.**